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Current Topics.

The Law of Property Bills.

THE LAW of Property Consolidation Bills have now all been issued, and we attempt elsewhere a summary of their contents. More complete examination we must postpone to a later date. But we desire to take the earliest opportunity possible to congratulate Sir BENJAMIN CHERRY and the draftsmen who have so ably assisted him on the result of their labours. It was foreseen when Lord BIRKENHEAD's Act was under discussion in Parliament that, great though it was, it was only the beginning of the reform and re-arrangement of the Law of Property—mainly the Law of Real Property—and that for the scheme to take practical shape, that Act would require further consideration and must, with such amendments as appeared to be required, be consolidated with the earlier statutes. This is the task which has occupied the last two years, and the final revision of the series of draft Consolidation Bills was entrusted to the Committee of Real Property lawyers and conveyancers, of which Mr. Justice ROMER was the Chairman. The Report of the Committee has not been published, but it is fair to suppose that it has had considerable influence on the draft Bills.

The Improvement in the "Curtain" Clause.

THE BILLS shew numerous improvements on the Act of 1922, but we desire here to notice only two. They are the new forms of s. 3 of that Act, the "Curtain" clause, and of s. 7, which prescribes the title which, in certain cases, a purchaser can require. Both of these are reproduced in the Law of Property (Consolidation) Bill, the former in Clause 2, and the latter in Clause 42, but with modifications which meet the criticisms we have frequently made, and which remove the only doubt we have felt as to the satisfactory working of the new system. We print Clause 2 on another page. It will be seen that s-s. (1) of s. 3 has gone, that s-s. (2) has been re-drafted, and that the very difficult provisions of s-s. (3), extending the overreaching effect of conveyances under trusts for sale and by tenants for life, have been withdrawn altogether. The power for an owner in fee simple to create a trust for sale with a view to overreaching equitable interests is preserved, but this does not present the same difficulty. Clause 2, which is the most important in the Bills, will require further examination, and we are not at present clear why s-s. (3), which excepts certain equitable interests from being overreached, is confined to the trusts for sale specially created under s-s. (2). However, it is sufficient that the part of the Curtain clause which was open to objection, has been withdrawn, and a serious stumbling block to the success of the system removed. The improvement

in s. 7, now Clause 42 of the Law of Property (Consolidation) Bill, is also very welcome. The main object is to secure that title shall be made, where possible, under a trust for sale or a settlement, and that a purchaser shall not be required to take a title with the concurrence of owners of equitable interests. To show the difference in drafting which has led to the improvement of the clause would be impracticable within our present limits. The result is that a clause which was very difficult to understand, and the provisions of which, if not contradictory, at any rate overlapped, becomes perfectly simple. We refer in particular to s. 1 of Clause 42 in the Bill. No one would suppose that a mass of proposed legislation of this nature is yet perfect; experience will, no doubt, reveal omissions or errors which require to be remedied; and meticulous examination may now reveal amendments which may be desirable. But the Bills are sufficiently perfect to be put to the test of actual operation, and we hope there will be no difficulty in passing them as agreed Bills in the autumn session of Parliament.

The Custody of Manorial Documents.

WE PRINT elsewhere a clause which it is proposed to introduce into the Copyhold Enfranchisement Part of the Act of 1922, with regard to the custody of manorial documents. No doubt it is the result of the decision of P. O. LAWRENCE, J., in *Beaumont v. Jeffery*, 41 T.L.R. 797, according to which the property in the Court Rolls of a manor—or rather, perhaps, we should say, the right to the custody of them—can be severed from the lordship of the manor. As between lord and steward, said that learned judge, referring to *Re Jennings*, 1903, 1 Ch. 906, at p. 912, the steward is entitled to the custody of the Court Rolls, subject to allowing the lord the custody for special purposes. But whether lord or steward has the custody, the documents should be attached to the manor and be inseparable from it. In *Beaumont v. Jeffery* it was held that a stranger might claim to retain them either by right of purchase or under the Statute of Limitations. This is very unsatisfactory, and it is proposed to enact that all manorial documents shall be under the charge and superintendence of the Master of the Rolls, and subject thereto, they shall remain in the possession or under the control of the lord of the manor, and he shall not be entitled to destroy or wilfully damage them. There are incidental provisions, but the clause does not seem to make it clear what is to be done about Court Rolls, such as those in the above case, which have been sold away from the manor. Must these be at once returned to the possession or control of the lord, or is this result excluded by the word "remain"? This should be cleared up. And we do not find any indication as to how the new clause is to be numbered in the Act of 1922. We may add that it seems very inconvenient to leave the Enfranchisement clauses, as it is proposed to do, with their Schedules, as the sole relics of the Act of 1922; and the references to the Copyhold Act, 1894, are puzzling. This is sought to be justified on the ground that the matters are transitional, but the provisions will have very extensive operation, and we think there can be no doubt that for general convenience there should be a separate Copyhold Enfranchisement Bill, incorporating Parts V and VI of the Act of 1922, and also incorporating, in terms and not by reference, the parts of the Copyhold Act, 1894, which are intended to be operative.

One-Way Lines of Traffic.

MR. A. H. HASTIE has withdrawn his summons at Bow Street, so that the issue of Highway Law which he proposed to raise will still remain undecided. This is the result of something resembling an implied compromise between Mr. HASTIE and the Commissioner of Police. Mr. HASTIE, it appears, did not propose to drive through Long Acre in the forbidden direction, but merely to visit premises *en route*. It is stated on behalf of the Commissioner of Police that he does not at present propose to inhibit cars *bona fide* intending to visit premises *en route* on a proclaimed one-way-line-of-traffic from entering the street at the end denied

to through-going vehicles; instructions, apparently, are being issued to the police not at present to stop vehicles where satisfied of the *bona fides* of the intended visit *en route*, but the Commissioner reserves the right to re-consider this matter at some future date and give contrary directions if advised that this is legal and necessary. Mr. HASTIE, for his part, having gained the particular admission which justifies his own attempt to enter Long Acre, concedes that under a special Act of 1807 the Commissioner of Police in the Metropolis has powers to regulate traffic, including the proclamation of one-way routes, within the Metropolitan area. The matter is thus at large. Obviously the compromise is unsatisfactory, since it is practically impossible for a constable on point duty to gauge whether or not any vehicle claiming an intent to visit premises *en route* has a *bona fide* intent or not; he must therefore either let every vehicle so claiming go through or stop suspected pretenders at his peril. Apart from special legislation, the public-at-large have a right to use any carriageway (all "highways" are either footways, bridlepaths, drillways for cattle, or carriageways: Pratt and Mackenzie on Highways, chapter 1) for the purposes of *eundi*, *redeundi*, *et morandi* for a reasonable interval of time. He cannot be restricted to using one side only of a carriageway; indeed, the highway is presumed in law to be wide enough for two vehicles to pass each other, except at occasional constricted points; otherwise it cannot satisfy the conditions precedent necessary to make it a highway. Any person *unreasonably* delaying or stopping a vehicle is guilty of obstruction, which is a common law misdemeanour as well as a statutory summary jurisdiction offence. Policemen have no special rights to stop vehicles except under special Acts or local bye-laws. The question, however, as to what is reasonable excuse for stopping a vehicle is obviously different in the case of police and ordinary members of the public. Presumably a constable, performing his public duty of protecting the public peace, and *bona fide* stopping a vehicle in order to prevent a collision which he has reasonable grounds for apprehending, has a reasonable excuse for obstructing that vehicle, and, even apart from special Acts, is not liable to prosecution. It is singular, however, that there exists very little in the way of authoritative decisions on this interesting point.

Recognizances to Keep the Peace.

A POINT on which singularly little reported authority is to be found arose casually in *Rez v. Dawson*, Times, 20th inst., which came before the Court of Criminal Appeal, recently. Here the appellant had been convicted at the Old Bailey for publishing a defamatory libel on the Chairman of the Kent Coal Commission, Sir JOHN DEWRANCE, and had been bound over on recognizances directing him to keep the peace and be of good behaviour, particularly towards Sir JOHN DEWRANCE. Soon afterwards he published another document, called a "Challenge," calling on Sir JOHN to "make good" certain statements his counsel had made at the trial; this document the Court of Criminal Appeal held to be a "defamatory libel." Dawson was brought up at the Old Bailey for breach of his recognizances and sentenced to four months imprisonment in the second division. The point was taken on appeal that, as the recognizances did not say that he was not to continue making the old statement or any similar one about Sir JOHN, but merely confined itself to forbidding "breaches of the peace," the publication of the "Challenge," even if it were a defamatory libel—which was denied—was not a breach of the peace, and, therefore, was not a breach of the recognizances. Certainly the action of the Recorder and of the Court of Criminal Appeal in holding that the new document was a "defamatory libel," rather seems a breach of Fox's Libel Act, which leaves to juries, and to juries alone, the question whether or not any alleged libel is a criminal libel. It therefore would seem obvious, on grounds of principle, that the trial judge is not entitled to find that a new document, not in issue at the trial, is a criminal defamatory statement, and therefore a breach of recognizances "to keep the peace and be of good behaviour." On grounds of principle, again, if the alleged new libel could not be treated

as such by the trial judge, it is difficult to see what evidence was before him of a breach of the defendant's recognizances. The vague term "to be of good behaviour," surely, can only mean an undertaking to abstain from violence and insult: it can hardly mean that the defendant is not to make written statements, if he chooses, about his case. If these amount to "contempt of court" or to "defamatory libel," they should be proceeded against as such, not disposed of summarily without trial as breaches of recognizances which did not forbid the publication of statements or criticisms by the defendant, who was a shareholder of the complainant's company. The Court of Criminal Appeal, however, ignored this very real difficulty and upheld the decision of the Recorder.

The Law of Property Bills.

THE whole of the Law of Property Bills have now been issued. They are seven in number. First there is the Law of Property (Amendment) Bill, and this, according to the Prefatory Memorandum, has two objects: (1) To correct errors and supply omissions in the Law of Property Act, 1922, which a further scrutiny has disclosed; and (2) To facilitate the consolidation of the statute law relating to real property from the year 1285. There follows a statement that there are two classes of cases to be dealt with: First, amendments of the law on minor details to remedy the errors and omissions in the Act of 1922 just referred to; and, secondly, amendments intended to prepare the way for consolidation by removing doubts. Then, on the basis of the law as thus amended, the consolidation of the statutes relating to the Law of Property is carried out in a series of six Bills—Law of Property, Settled Land, Trustee, Land Charges, Administration of Estates, and Land Registration. This exhausts the subjects of the Act of 1922, except Copyhold Enfranchisement and Extinguishment of Manorial Incidents, and as to these the Act of 1922 is kept on foot, subject to certain amendments. "This treatment," the Memorandum just referred to says, "will lighten the task of dealing with the Consolidation Bills in Committee, which might otherwise have been stupendous. A separate Schedule in this Bill [the Law of Property (Amendment) Bill] is allotted to each of the Consolidating Bills." Thus, taking the Schedules to the Amendment Bill in order, they give (1) A list, inserted for convenience, of the repeals already effected by the Act of 1922; (2) Amendments of the Act of 1922 in relation to the Enfranchisement of Copyholds and the Conversion of perpetually renewable Leaseholds into long terms; and then amendments of the statute law relating to (3) Conveyancing and the Law of Property, (4) Settled Land, (5) Trustees, (6) Land Charges, (7) Administration of Estates, and (8) Registration of Title. Finally, the Ninth Schedule shows how certain statutes—for instance, the Inheritance Act, 1833, the Wills Act, 1837, and the Fines and Recoveries Act, 1833—will be affected on the commencement of the Law of Property Act, 1922 (referred to as the principal Act): this contains the general declaration that all previous statutory provisions relating to the disposition of copyhold or customary lands become obsolete—surely an unnecessary precaution, since copyhold tenure is abolished; and the Tenth Schedule has a list of repeals consequent on the consolidation now effected. The curious will observe with interest that the Mortuaries (Bangor, etc.) Abolition Act, 1713, whatever that may be, is in the list.

LORD BIRKENHEAD, in July, 1922, when the Act known by his name and the passing of which was mainly due to his driving power, was in its last stage in the House of Lords, said: "I cannot hope, and I do not hope, that we have avoided errors. I cannot hope, and I do not hope, that amending legislation will not be found necessary, and some of it even before the period in which this Bill is to become operative." A glance at the Schedules which we have just enumerated will show that this was a very conservative estimate of the changes which would have to be

made. In fact, the amendments fill some 120 pages. We have stated the classification under which they are arranged, and it is carried out as follows: Schedules 3 to 7 are each divided into two parts. The first part gives the amendments of the law on minor details required to remedy errors and omissions in the Act of 1922; the second part in each contains amendments intended to remove doubts and prepare the way for consolidation. No such division is made in Schedule 8 (Registration of Title to Land), since, as is explained in the Memorandum, such alterations in language as have been made are in the main consequential on the other Consolidating Bills or the Act of 1922.

We are not sure that this distinction between minor amendments required to remedy errors and omissions and amendments intended to remove doubt correctly represents the contents of the Amendment Bill. There may be a reason for dividing the amendments in this manner, but practically it is of no great consequence. In fact, the amendments are by no means of the trivial nature foreshadowed by LORD BIRKENHEAD; they are numerous and important. Some—especially the changes in s. 3 (the curtain clause) and s. 7 (provisions as to making title) in the Act of 1922—are required in order to make the new system intelligible; these we refer to more fully under "Current Topics"; others are new amendments of the law of a substantial—indeed of a fundamental character; of this nature is the provision in Sched. III, Part I, s. 26, applying the rule in *Dearle v. Hall*, 3 Russ. 1, to equitable interests in land. It should be recognized, therefore, whatever the prefatory Memorandum may say, that the present Bills are by no means a correction of minor details in the Act of 1922, and a consolidation of the law as amended. There is the consolidation, indeed, but it is a consolidation of the statute law with the amendments made by the Act of 1922, with amendments of the Act of 1922 which are required to make it workable, and with further and quite distinct amendments which it is now considered desirable to introduce. We make these observations in no spirit of detraction. Quite the reverse. The consideration given to the matter during the past two years by the draftsmen of the Bills, and more recently by Mr. Justice ROMER's Committee, has led to a great improvement in the scheme. But the true character of the Consolidation Bills, and the amendments in the law which they incorporate, should be understood.

We do not propose at present to make any detailed examination of the Bills. Together they contain over 600 clauses, and though most of this represents old law, the whole would require to be considered. We shall therefore confine our remarks to the leading features.

1. *The Law of Property (Consolidation) Bill.*—This consists of twelve parts and seven schedules. Part I reproduces the "assimilation clauses" of the Act of 1922. It confines legal estates to the fee simple and terms of years, and effects the new arrangement of legal and equitable estates and interests. It also includes the provision of the Act of 1922 for protecting purchasers against death duties; also the provisions as to trusts for sale, many of them taken from the Fourth Schedule to the Act of 1922; and the prohibition of legal ownership in undivided shares with the consequential provisions taken from the Third Schedule to the same Act. We note as a great improvement in drafting that the definition of the "statutory trusts" on which joint tenants are to hold is now given in a separate clause—Clause 35.

Part II contains provisions as to Contracts and Conveyances, and, with Part III (Mortgages) and Part V (Leases), it reproduces the Conveyancing Acts as amended by the Act of 1922 and the Amending Act of 1924, and the statute law prior to the Conveyancing Acts. The most interesting feature is that it re-enacts s. 4 of the Statute of Frauds so far as it applies to contracts for the sale of land. It incorporates in Part III the new scheme for making all mortgages, freehold and leasehold, by demise. Part IV, ("Equitable Interests and Things in Action") reproduces the clauses of Part I of the Act of 1922 allowing entails of personality

and abolishing the Rule in *Shelley's Case*, and s. 25 (6) of the Judicature Act, 1873 (Assignment of Things in Action) is reproduced here.

Of the amendments now proposed which affect the subject matter of this Bill, the following may be noticed. We take them from the Third Schedule of the Amending Bill:—

A purchaser is not liable to pay for the production of documents in the custody of the vendor's mortgagee, or trustee: para. 7 (2).

The court may order the return of the deposit, though it refuses to grant specific performance: para. 7 (4). This gets rid of the injustice of *Re Scott and Alvarez*, 1895, 2 Ch. 603.

The covenants usual on a sale of land subject to a rent-charge are to be implied: para. 10.

Mortgages not protected by the deposit of deeds are to rank according to registration as Land Charges: para. 17 (2).

Dealings with equitable interest in land are to rank according to priority of notice to the trustees: para. 26.

The rule destroying conditions on severance of the reversion is abolished for leases made before as well as since the Act of 1881, but only where the severance is effected after 1925: para. 28. This restriction should be withdrawn. The rule has always been nonsense, and none the less that it is 500 years old.

Relief can be granted unconditionally in respect of internal decorative repairs: para. 31.

The above are in Part I of the Schedule, the following in Part II:

The provision in the Act of 1922 as to further advances is altered and re-drafted: para. 22.

The provision as to notice of trusts affecting mortgage debts has been re-drafted: para. 24.

Registration under the Land Charges Act is to be actual notice: para. 37; but the reference given to para. 8 of the Second Schedule to the Act of 1922 does not seem to be intelligible.

Part I of the First Schedule to the Act of 1922 as to the automatic getting in of outstanding legal estates has been re-drafted: para. 38.

2. *The Settled Land (Consolidation) Bill*.—This and the succeeding Bills we can deal with more shortly. The Bill incorporates the powers conferred on tenants for life by the Settled Land Acts, with the extensions made by the Act of 1922, and introduces the new system of effecting settlements by two instruments—a vesting deed and a trust instrument. This is founded on the analogy of settlements of land on trust for sale, where it is the practice to have two deeds—a conveyance and a trust deed. Among the amendments now made may be noted, the references being to Part I of the Fourth Schedule to the Amending Act:—

A new and more elaborate definition of "settlement" is introduced: para. 1.

The legal estate is not to vest in the trustee in bankruptcy of the tenant for life: para. 9.

An assignee of the life interest of the tenant for life is not to be entitled to the title deeds affecting the land: para. 10.

Part II of the Schedule contains paragraphs extensively re-drafting the machinery of the Act of 1922 as regards the method of settling land, and the procedure on change of ownership; s. 53 (2), which enables an owner to create a settlement for the purpose of over-riding equitable interests is also re-drafted: para. 11; s. 26, which conferred on charity trustees the statutory powers of a tenant for life is re-drafted and greatly elaborated: para. 16; a new section is substituted for s. 20 of the Settled Land Act, 1882, defining the over-reaching effect of a conveyance by a tenant for life: para. 22; also an elaborate section is substituted for s. 50 of the same Act, regulating the effect of assignments by a tenant for life: para. 25; and para. 13 of the Fifth Schedule to the Act of 1922, protecting purchasers of settled land, has also been re-drafted, with a view to shewing exactly how far a purchaser must verify the title under the first vesting deed: para. 27. This is very important in regard to the commencement and contents of

abstracts. Altogether there seems to be in effect a re-drafting of the provisions of the Act of 1922 as to the mode of settling land and of making title under settlements.

3. *The Trustee (Consolidation) Bill*.—This Bill consolidates the Trustee Acts and some other relevant statutory provisions, and the amendments made by the Fifth Schedule of the Amending Bill do not call for much notice. The list of trust investments is extended so as to include, under certain precautions, bearer securities: para. 2; power is given to a trustee, when abroad, to delegate his powers on the lines made familiar by war legislation: para. 8; but we do not notice that similar delegation is allowed to a tenant for life; this omission should be remedied and para. 8 (misprinted in the Memorandum as para. 9) also defines the position of a trustee who obtains notice of a fact while acting in another trust.

4. *Land Charges (Consolidation) Bill*.—In practice this Bill, when passed and in operation, will be of great importance in making title. Largely it is a consolidation of the Land Charges Acts and other relevant statutory provisions, but extensive drafting amendments have been made so as to classify the various charges capable of registration—the amendments are contained in the Sixth Schedule to the Amending Bill—and there are two important changes: annuities affecting land can be registered as land charges, and the register of annuities will be closed: Part I, para. 1; and in accordance with the amendment referred to above, incorporated in the Law of Property Bill, a puisne mortgage—defined as a mortgage not protected by a deposit of documents—can be registered: para. 3 (1), Class C. It looks as though the Land Charges Register will develop into a register of deeds. The provisions for the registration of local land charges, which were introduced by the Act of 1922, form Part VI of the Bill.

5. *Administration of Estates (Consolidation) Bill*.—This Bill which appears to be founded on an Administration Bill introduced in 1895, is mainly a Consolidation Bill, with drafting amendments made by the Seventh Schedule of the Amending Bill. It incorporates numerous statutes, dating from the Statute of Westminster II (1285), relating to the duties and liabilities of executors and administrators, and it reproduces the provisions as to devolution of real estate on personal representatives. The rules as to the order of payment of debts and of administration of assets have been re-drafted, and preparatory to the consolidation are contained in para. 6 of the Schedule, but the opportunity has not been taken to abolish the executor's rights of retainer and preference.

6. *Land Registration (Consolidation) Bill*.—This Bill does not call for special notice at present. It consolidates the Land Transfer Acts with the amendments made by the Act of 1922. These we noticed in a series of articles recently, *ante*, pp. 626, *et seq.* The alterations now made are said, in the Memorandum to the Amending Bill, to be in the main consequential on the other Consolidating Bills or the Act of 1922. As we have already pointed out, the new draft Rules on which the working of Registration so much depends ought to be available very shortly.

Mistake in Connection with Contracts for the Sale of Land.

II.

(Continued from p. 896.)

2. *Mistake of Law*.—A person may, of course, make a mistake through his ignorance of the law as well as through his ignorance of a fact. But it is said that the mistake which alone will justify a party in seeking to avoid his contract must be one of fact and not of law, the universal rule being, "*Ignorantia juris neminem excusat*." (See "*Benjamin on Sales*," 2nd ed., p. 327.) The word "*juris*" referred to in the maxim, however, does not mean "of all law," but only of the general law of the land. Lord

WESTBURY, in *Cooper v. Phibbs*, 1867, L.R. 2 H.L. 149, said: "It is said, '*ignorantia juris haud excusat*,' but in that maxim the word '*jus*' is used in the sense of denoting general law, the ordinary law of the country. But when the word '*jus*' is used in the sense of denoting a private right, that maxim has no application. Private right of ownership is a matter of fact; it may also be the result of matter of law; but if the parties contract under a mutual mistake and misapprehension as to their relative and respective rights, the result is that the agreement is liable to be set aside as having proceeded upon a common mistake." In that case a man was owner of certain property but, curiously enough, was not aware of it. In his ignorance he entered into an agreement with the person who each of them thought was the owner, to take a lease thereof, and it was held that the mistake having been discovered, the agreement could not stand.

So, in *Earl Beauchamp v. Winn*, 1873, 6 H.L. 223, it was decided by Lord CHELMSFORD that the maxim "*ignorantia juris neminem excusat*" does not apply where it is the case of a matter of law arising upon the doubtful construction of a grant.

But a party to a contract will not be allowed to say that, although he understood the words of the contract, he was under a mistake as to their legal effect (*Stewart v. Kennedy*, 1890, 15 App. Cas. 108); unless such mistake was induced by the other party (*Wilding v. Sanderson*, 1897, 2 Ch. 534).

It is not easy to follow the reasoning in the above cases. One learned author, possibly striving to give some sort of logical reason, puts it that: "Private rights of property, though they are the rules of law, or depend upon rules of law applied to the construction of legal instruments, are generally to be considered as matters of fact." ("Leake on Contracts," 7th ed. (1921 Edn.), p. 234.)

This is not the place to discuss the history of the law on this point before the decision of Lord WESTBURY in *Cooper v. Phibbs*, but there could be found ample material for the argument that this decision enunciated a wrong principle, and that the logical course would have been to have decided that the maxim "*ignorantia juris neminem excusat*" applies to all law, leaving it to a court of equity to exercise its special jurisdiction or discretion in cases of special hardship.

3. *Where the Mistake is mutual*, that is, where both parties have signed the contract under a mistaken idea as to some vital matter affecting the subject-matter thereof. It will be convenient to deal with this subject under three headings:—

- (a) Each party assenting to a different contract.
- (b) Facts otherwise than understood, and
- (c) Mistake in expression of agreement.

(a) *Each party assenting to a different contract*.—The first case is where the vendor meant to sell and thought he was selling one thing, and the purchaser meant to buy and thought he was buying quite another thing. The principle is stated in Benjamin on Sales, 2nd Edition, at p. 42, as follows: "Where through some mistake of fact each party was assenting to a different contract, there is no valid agreement, notwithstanding the apparent mutual assent." There are many early interesting cases in the reports, such as *Higginson v. Clowes*, 1808, 15 Ves. 516. In that case the particulars in connection with a sale of property by auction as to including or excluding timber were ambiguous, the vendor meaning them in one way and the purchaser construing them in another, and it was held that specific performance could not be decreed on either construction. One of the most convincing cases is that of *Raffles v. Wickelhaus*, 1864, 2 H. & C. 906. In that case A and B contracted for the sale and purchase of a cargo to arrive "per ship *Peerless* from Bombay," and there were two ships of that name arriving from Bombay; although at different dates, and it was proved that A meant one ship and B the other, and it was held that there was no *consensus ad idem*, and therefore no enforceable contract.

Another more recent case very frequently referred to is *Tamplin v. James*, 1880, 15 Ch. D. 215, where it was said that a mutual mistake may be made by the parties in consequence of the

contract containing a particular expression which, although having a plain meaning, yet under the particular circumstances of the case may be capable of being construed by one of the parties as meaning one thing, and by the other party as meaning another; and that if it can in such a case be shown by either party that either party mistook the meaning of the other, and that they each intended different things by the same expression, it is clear that each party was assenting to a different contract, and that notwithstanding the apparent mutual consent, there was in reality no *consensus ad idem* and therefore no valid contract. See also *Scriven Bros. & Co. v. Hindley & Co.*, 1913, 3 K.B. 564.

It may be convenient in this place to add that in such cases extrinsic evidence would be admissible. In *Pattie v. Hornibrook*, 1897, 1 Ch. 25, STIRLING, J., referred with approval to the following statement by ERLE, J., in *Pym v. Campbell*, 1856, 6 E. & B. 370: "The distinction in point of law is that evidence to vary the terms of an agreement in writing is not admissible, but evidence to show that there is not an agreement at all is admissible." Extrinsic evidence would also be admissible on the ground that there was a latent ambiguity in the expression. Parol evidence is always admissible to show what was intended to be sold, when the fact that each party construed the expression in a different sense would come out. Indeed, it may be taken to be settled that where a word or an expression may have two meanings, it is not for the court to construe the latent ambiguity, and therefore if the plaintiff wishes to succeed in establishing the contract, it is for him to show (and he is at liberty to use extrinsic evidence), that the meaning of the word or expression was so clear to both parties to the contract that the other party cannot be heard to say that he misunderstood it: *Falck v. Williams*, 1900, A.C. 176. If it is the defendant who wishes to prove the contrary fact, he also will be entitled to support his case with extrinsic evidence. The latter rule may almost be said to be an exception to the ordinary rule that where the terms of an agreement are ambiguous, it is the duty of the court to construe their meaning on a consideration of the actual words used therein without the assistance of the parties and without the use of extrinsic evidence. Possibly the reason for this exception in allowing extrinsic evidence in the case of a latent ambiguity may have originated in the fact that, if it had to be left to the court to construe the latent ambiguity without such evidence, the result must have been injustice, that is, the court would have been compelled to hold the document void for uncertainty.

(b) *Facts otherwise than understood*.—We now come to the second sub-heading of heading 3, namely the case where although both the parties were quite *ad idem* when they signed the contract, yet they both signed on the assumption that a certain state of facts existed which really did not exist.

In such a case, provided that the common mistake was one which materially induced the agreement, it would be as if the contract were made upon the implied condition that if the state of facts, which both the parties assumed existed, did not in fact exist, the contract was to have no effect, and be void. But if the mistake was in regard to some minor matter, which the parties would probably have negotiated about if they had known the true facts, and still have come to an agreement, then the agreement would only be voidable. It is possible also, of course, that the agreement might have been so prepared as not to be conditional on the actual state of the facts then existing.

In *Strickland v. Turner*, 1852, 7 Exch. 208, a contract was entered into for the sale of the life interest in property of a person then supposed by both of the parties to be alive, but who was as a matter of fact dead, and it was held that the purchaser was entitled to recover his purchase-money. If the contract had not been completed and a deposit only had been paid, the purchaser would on the same principle have been entitled to recover back his deposit. In *Cochrane v. Willis*, 1865, L.R. 1 Ch. 58, an agreement had been entered into between the assignee of a tenant for life and the remainderman for the sale of the timber on the estate which he, as assignee, was entitled to cut, when the fact that the tenant for life was dead became known, and it was

held that the agreement was void. The same principle was applied in a case where a purchaser agreed to purchase a property which turned out afterwards—but the fact was unknown to the parties at the time—to be actually his own property (*Jones v. Clifford*, 1876, 3 Ch. D. 779).

An example of an unconditional contract occurred in *Okill v. Whittaker*, 1847, 16 L.J. Ch. 454. The vendor had sold and conveyed some leasehold property, and both the vendor and the purchaser thought that the term was twelve years shorter than it afterwards turned out to be; but the court refused to re-open the matter on the ground that the intention had evidently been to convey the entire lease whatever might be the length of the remainder of the term.

(c) *Mistake in expression of agreement*.—This is the third sub-heading of heading 3, and concerns the case where both parties, having come to an agreement by word of mouth, have also agreed to put the terms thereof into writing, but by mistake the real agreement has not been truly expressed in the final written contract. The court will undoubtedly in a proper case do justice by rectifying the written agreement, and, if necessary, at the same time grant specific performance of the agreement so rectified: *United States v. Motor Trucks, Limited*, 1924, A.C. 196. To entitle the plaintiff to this relief he would have to prove the following points: (1) that there was a full, true and free contract by word of mouth; (2) that each party desired the agreement to be put into writing; (3) that the written document did not carry out the true intention of both parties (note the word in italics); (4) exactly how the written document failed to carry out the true agreement of both parties; and (5) that the mistake went to the root of the contract: *Bentley v. Mackay*, 1862, 4 De G.F. & J. 286; *Mackenzie v. Coulson*, 1869, L.R. 8 Eq. 368; *Johnson v. Bragge*, 1901, 1 Ch. 28. But not, of course, if the missing term was left out by the express agreement of the parties: *Irnham v. Child*, 1791, 1 Bro. C.C. 92. Should the plaintiff be unable to prove the above points, then the case would come under the heading of unilateral mistake, and rectification would be refused: *Falck v. Williams*, 1900, A.C. 176; *May v. Platt*, 1900, 1 Ch. 616.

If it is the defendant to an action for specific performance who raises the defence that the written document does not contain the real agreement come to between the parties, and he can satisfy the court, not only that the written document does not contain the real agreement, but also what the real agreement was, and that the mistake went to the root of the contract, the court has power not only to refuse the plaintiff's claim, but, on the application of the defendant, to grant him specific performance of the contract as corrected, without making it necessary for him to bring another action for this purpose: *Watson v. Marston*, 1853, 4 D.M.G. 240; *McKenzie v. Hesketh*, 1877, 7 Ch. D. 675. But, if, in such a case, the plaintiff cared to accept the version of the defendant, the court would then grant him (the plaintiff) specific performance: *Martin v. Pyecroft*, 1852, 2 D.M.G. 785.

Extrinsic evidence will be allowed to prove that the written agreement did not carry out the true agreement of the parties, notwithstanding that the original agreement on which the written agreement was supposed to be based was by word of mouth only: *Olley v. Fisher*, 1886, 34 Ch. D. 367; *Shrewsbury and Talbot Co. v. Shaw*, 1890, 89 L.T.J., 274; *Craddock Bros. v. Hunt*, 1922, 2 Ch. 809; *United States v. Motor Trucks, Ltd.*, 1924, A.C. 196.

(To be continued.)

A cablegram has been received, says *The Times*, 26th inst., from the Buenos Aires branch of the Bank of London and South America to the effect that the Government has presented to Congress a measure to foster colonization by parcelling out land, publicly or privately owned, to the extent of 50 per cent. of the area owned by any one proprietor. It is stated that land is to be acquired, or expropriated, at a price based on that obtained when last sold, on the taxative valuation, and on the rent yield. Private land is not to be expropriated if the owner himself parcels out 50 per cent. to colonists.

Reviews.

The Civil Service.

THE CIVIL SERVANT IN THE LAW AND THE CONSTITUTION. By C. S. EMDEN, M.A., Barrister-at-Law. Stevens & Sons, Ltd. 6s. net.

EXPERIMENTS IN STATE CONTROL AT THE WAR OFFICE AND THE MINISTRY OF FOOD. By E. M. H. LLOYD, Assistant Secretary, Ministry of Food. Clarendon Press, Oxford; Humphrey Milford. 10s. 6d. net.

The first of these two books deals with the form of State Control which we have always with us; the control, limited though steadily expanding, which has been found essential for the order and welfare of the individual members of the State in the conditions of modern society: the latter deals with the inflated State Control which was the product of the late war and which vanished with the return of individual liberty.

It is some months now since the Prime Minister attended the annual dinner of the Civil Service—it was on 7th March—and, in proposing the toast of the Civil Service, spoke of the unwearied service given in the Great Departments of State. Such praise is in accordance with the reputation which officials of the State have gained in this country, and it may be said that the Civil Service proves that the incentive of individual profit is not necessary to get the best work out of a man. But appreciation of the Civil Service is largely due to the fact that, generally speaking, the official has no privileged position in law. If he exceeds his powers, he must answer for it at the suit of the injured citizen before the ordinary courts of the country, and not, as on the Continent, before special administrative courts. "In England," says Dicey (*Law of the Constitution*, 8th ed., p. 382), "the powers of the Crown and its servants may from time to time be increased as they may also be diminished. But these powers, whatever they are, must be exercised in accordance with the ordinary common law principles which govern the relation of one Englishman to another." We have qualified our statement as only "generally" true, and Mr. Emden, who quotes the above passage from Dicey, refers to cases—such as the provision in s. 267 of the Customs Consolidation Act, 1876—where special protection in litigation is given to civil servants; but the principle remains true that it is the function of the ordinary courts to check official excesses.

On the other hand, while the servant of the State cannot rely on his official character as a defence, or refuse to appear before civil courts, he is at a certain disadvantage in comparison with private employes, and this forms the subject of Mr. Emden's second chapter, "Contractual Relation between State and Civil Servant." Some sort of contract between the State and its servants there is, but it is not an ordinary contract containing such terms as the servant may bargain for. He is bound by the regulations governing his Department at the time of his entry; whether he is bound by variations made during his service, Mr. Emden treats as doubtful; and he is subject to dismissal at pleasure: see *Dunn v. Reg.*, 1896, 1 Q.B., p. 119, and consequently has no absolute right to superannuation allowance: see the Superannuation Act, 1834, s. 30, a position which, we believe, the Civil Service are anxious to alter. At the same time the employment of a civil servant is almost always one of permanence, and in practice, if not in theory, it compares well in this respect with private employment. The Special Protections and Privileges—for instance, under the Public Authorities Protection Act, 1893—form the subject of Chapter III, and later chapters deal with the civil servant's liability in Tort, his liability for Neglect of Duty to Members of the Public, his Criminal Liability, and his liability in Contract. In Tort, the civil servant is under the disability that, while in substance he is only an agent, he has no principal behind whom he can shelter. Recently, indeed, there have been statutory infringements of this rule, and under s. 26 of the Ministry of Transport Act, 1919, the Minister is responsible for the acts and defaults of his servants. And this, indeed, only gives statutory approval to the basis on which the liability of the servant actually committing a wrong under superior orders is said to rest, namely, that the Government is morally bound to indemnify the agent: per Dr. Lushington in *Rogers v. Rajendra Dutt*, 13 Moo. P.C., p. 236. The book is very interesting and is a useful guide to the principles governing the Civil Service, both as regards the conditions of employment and its relations to the public.

The second of the books mentioned above is published on behalf of The Carnegie Endowment for International Peace, and is one of a series of books dealing with the Economic and Social History of the late war. What a Peace Endowment has to do with this study would be somewhat of a mystery, but for the explanation that even out of war good may come, and that the economic organization which was so rapidly established for

belligerent society, not appear. Whatever effects, Mr. To lawyer Basis of shewn were not give all th of produc recapitula under wh all legally D.O.R.A. complete Bill which But pract of cases," was not l extent to was appl the mann universal

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belligerent purposes may contain the germs of a better order of society. But a world disillusioned by war and its results does not appear to be in any hurry to profit by lessons in organization. Whatever reflections, however, one may make on war and its effects, Mr. Lloyd has produced an extremely interesting volume. To lawyers the most important chapter is that on "The Legal Basis of Control." In fact, the decisions of the Courts have shown that the legal basis was somewhat unstable. Attempts were made in the Defence of the Realm Acts and Regulations to give all the powers of seizure of goods and materials, and control of production, which the emergency required, and Mr. Lloyd recapitulates the successive regulations—now almost forgotten—under which prices or compensation were fixed. To make these all legally effective was impracticable, though the authors of D.O.R.A. went a long way towards doing so—their want of complete success is evidenced by the War Charges (Validity) Bill which has not yet succeeded in passing through Parliament. But practically—at any rate at the time—"in the great majority of cases," to use Mr. Lloyd's words, "what was lawful and what was not lawful did not so much matter; what mattered was the extent to which any measure commanded general support and was applied impartially all round." Mr. Lloyd's narrative of the manner in which D.O.R.A. was from time to time made more universal is very interesting.

Into the practical control of various products we cannot enter. The greatness of the task soon outran the ordinary contracting methods of the War Office and other Departments, and the changes made under the pressure of necessity are stated in the chapter "From Competitive Tendering to Collective Bargaining"; and in a succession of chapters the operation of control is shown in particular industries—Jutes, Hide and Leather, Wool, Meat, Oils and Fats, Milk, Butter and Cheese—and so on; and finally, the "Comparative Studies" which form the subject of Part IV. deal generally with the Problem of War Organisation—the Organisation of Industry, the Fixing of Prices, the Control of Agriculture and of Manufacture, and other matters, and with the transition from war to peace—Reaction and Reconstruction. "Perhaps," says Mr. Lloyd (p. 389), "one of the most lasting influences will be the stimulus given to the study of large-scale administration," and, indeed, the lessons of organization learnt during the war may be useful in achieving objects more beneficial than any that war can secure. And, while recognizing that business men had their use, Mr. Lloyd gives the chief credit to the permanent officials. The co-operation of business men was essential, but "in nearly every scheme with which this book is concerned the initiation and direction rested with permanent officials, who had had no previous experience of commercial affairs." The two books we are noticing present a very interesting account of the Civil Service under ordinary, and also under emergency conditions.

Rent Restriction.

RENT AND MORTGAGE INTEREST RESTRICTIONS. Being the Increase of Rent and Mortgage Interest (Restrictions) Act, 1920, and the three Acts of 1923, and the Prevention of Eviction Act, 1924. Fully Annotated. Incorporating the Decisions on the subject and other relevant Enactments; with an introductory sketch of the Acts and Appendices giving the Repealed Acts and the Rules. By the Editors of "Law Notes." Eleventh Edition. "Law Notes" Publishing Office. 5s. net.

It was one of the complaints against the recent Prevention of Eviction Act, when it was under consideration in Parliament, that it was another example of legislation by reference, and difficult legislation as well. A year ago, when the official draftsman wished to amend s. 5 of the 1920 Act (Restriction on Right to Possession) by piecemeal amendment, leaving the result in confusion, the House of Lords rebelled and required the whole section to be reproduced in its altered form. It would have been better if the same course had been taken with the alterations made by the present Act, but this was not done, and the Act has to be interpreted by careful comparison with the rest of s. 5—i.e., the new s. 5 of the 1920 Act, introduced by s. 4 of the 1923 Act—and then a specially intensive reading may show what the effect of this latest legislative effort is. Happily the practitioner need not attempt this task unaided. In the above very useful work the new provision is printed in its proper place in s. 5, and a statement is given as to the present position of the matter. To that we may refer the reader, and on other points he will find the difficulties of Rent Restriction usefully and clearly explained.

Books of the Week.

Local Government. Fifth Annual Report of the Ministry of Health, 1923-1924. H.M. Stationery Office. 5s.

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Correspondence.

Short Wills.

[To the Editor of the Solicitors' Journal and Weekly Reporter.]

Sir,—The mention in your issue of 26th April of a compendious will made by a Blackpool solicitor, reminds me of another short one made here some years ago. The estate also was of about the same value. The will was written by the solicitor on his office notepaper, and ran as follows:—

"Will J. M. . . . Exors. K. . . . and L. . . ." (his 2 sisters)
"All ppty. to them to realise and divide among themselves
"and C. . . . (Brother)."

(Signature and date in words at length.)

'Witnesses' (2 signatures).
The omission of formal attestation clause of course was deliberate.

Only the Christian names of the beneficiaries, and these not written at length, but in colloquial form.

Stone Buildings,

Hobart.

16th June.

F. L.

The Discipline Committee.

Notice is given in the *Gazette* of 8th August, pursuant to s. 7 (2) of The Solicitors Act, 1919, that on the 6th day of August, 1924, an order was made by the Committee constituted under the Solicitors Acts, 1888 and 1919, that Herbert Taylor, of 222-3, Strand, London, W.C.2, be suspended from practising as a solicitor for a period of two years from the 1st day of September, 1924, and that he do pay to the complainant her costs of and incidental to this application and enquiry, such costs to be taxed by one of the Taxing Masters of the Supreme Court.

New Rules.

(Continued from page 899).

Supreme Court, England.

PATENTS AND DESIGNS RULES, 1924.

"4.—(a) The originating summons for the extension of any Letters Patent under section 18 (6) of the principal Act shall be instituted in the Matter of the Patents and Designs Acts, 1907 and 1919, and in the Matter of the Letters Patent in question and shall be served on the Comptroller and shall so long as the Court is a Judge of the Chancery Division be marked with the name of that Judge.

"(b) At least 7 days before the day on which the originating summons is returnable the applicant shall file and serve on the Comptroller an affidavit stating all material facts on which the applicant relies. Such affidavit shall in particular state facts sufficient to show the district or districts wherein advertisements of the intended hearing of the summons should appear.

"(c) On the return of the summons or on any adjournment thereof caused by the insufficiency of the applicant's evidence to comply with the requirements aforesaid or otherwise

directions shall be given for public advertisement of the application which shall include unless the Judge in Chambers shall otherwise specially direct at least one advertisement in the 'London Gazette' and one advertisement either in some London daily newspaper if the applicant's principal place of business in the United Kingdom is situated within 15 miles of Charing Cross, or if such principal place of business in the United Kingdom is outside that distance then in some local newspaper published or circulating in the town or district in which such place of business is situated. And thereupon the summons shall be adjourned to a day (hereinafter called the appointed day) not being less than 4 weeks from the estimated date of the forthcoming appearance of the advertisement in the 'London Gazette.'

"(d) The form of advertisement shall be approved by the Judge in Chambers and shall state the object of the application and name the day fixed as the appointed day. Every such advertisement shall also state an address for service on the applicant of any document requiring service under this rule and shall also give notice that notices of objection must be lodged as hereinafter provided at least 7 days before the appointed day. A copy of such advertisement shall be served by the applicant on the Comptroller at the same time that the advertisement is sent to the 'London Gazette' and the Comptroller shall thereupon cause such advertisement to be inserted in the two following issues of the Illustrated Official Journal (Patents).

"(e) Except with the leave of the Judge in Chambers no affidavit shall be filed by the applicant between the appearance of his advertisement in the 'London Gazette' as aforesaid and the appointed day other than an affidavit or affidavits to prove compliance with the directions given as to advertisement.

"(f) Any person desirous of opposing the relief sought by the originating summons shall at least 7 days before the appointed day lodge at the chambers of the Judge a notice stating that he intends so to oppose and giving an address within the United Kingdom for service of any document requiring service under this Rule. Such person shall at the same time serve upon the applicant a copy of such notice. After lodgment of such notice the opponent shall be entitled to be supplied on the usual terms with copies of the originating summons and of any affidavit filed by the applicant in support.

"(g) Upon the appointed day and on any adjournment directions shall be given for the delivery by any opponent of particulars of objection and for the filing of any affidavits and the matter shall in general proceed and be heard and dealt with in the like manner as an originating summons in the Chancery Division in which the applicant is plaintiff and the Comptroller and any opponents are defendants.

"(h) The Court may excuse applicants and opponents from compliance with any of the requirements of these Rules and may give such directions in matters of procedure and practice as it shall consider to be just and expedient.

"(i) The Comptroller if he elects or is directed to appear upon the question of the relief sought by the originating summons shall not be required to give notice of the grounds of any objection he may think fit to take or of any evidence he may think fit to place before the Court.

"(j) The Court may in cases where opposition has been entered to the relief sought by the originating summons give costs to or against the opponents.

"(k) In the event of the Court refusing the relief sought by the originating summons the Court shall not except under special circumstances give more than one set of costs amongst all the opponents.

"(l) The Comptroller shall not be entitled to any costs on or in relation to his appearance opposition or intervention in the matter of any such originating summons as aforesaid.

"(m) Service of any document requiring service under this Rule may be made by enclosing such document in a prepaid registered letter and posting such letter to the person required to be served at his address for service.

"(n) In the event of any person desiring to obtain relief under section 18 (6) of the principal Act together with relief under sub-section (1) of that section it shall not be necessary for him to take out a separate originating summons but he shall be at liberty to make a combined application by a petition. And in that event his application shall conform to and be regulated by Rule 3 of this Order and not by the foregoing paragraphs of this Rule.

"5.—(a) All appeals to the Court from any decision of the Comptroller under sections 20, 24, 26, 27, 38A, 49 and 58 of the principal Act or from the decision of the arbitrator under section 27 (12) of the principal Act shall be brought by petition presented to the Court within one calendar month of the decision of the Comptroller or the arbitrator as the case may be or within such further time as the Court may under special circumstances allow. A copy of the petition shall be

served by the appellant upon the Comptroller and upon any other person interested. Each such petition shall state the nature of the decision appealed against, and whether the appeal is from the whole, or part only, and if so, what part of the decision. It shall also state concisely the grounds of the appeal and no grounds, other than those so stated, shall, except with the leave of the Court to be given on such terms and conditions as may seem just, be allowed to be taken by the appellant at the hearing.

"(b) Every such appeal shall, if and so long as the Comptroller is a judge of the Chancery Division, and subject to any directions of the Court to the contrary, be set down in the same manner as if it were a witness action assigned to such Judge and be heard and disposed of in due course.

"(c) In all proceedings before the Court under the said sections of the principal Act, the evidence used shall be the same as that used at the hearing before the Comptroller or the Arbitrator as the case may be, and no further evidence shall be given except by the leave of the Court on application to be made to the Court at or before the hearing.

"6. In all proceedings before the Court under the principal Act the Court shall have all the powers by the principal Act vested in the Comptroller and may make any order which might, or ought to, have been made by the Comptroller.

"7. In all proceedings before the Court under the principal Act the costs of and incident thereto, including the costs of hearings before the Comptroller, as the case may be, shall be in the discretion of the Court (except as hereinafter expressly provided in the case of petitions under section 18 of the principal Act).

"8. If a defendant in an action for infringement of a patent intends to rely as a defence to such action on the insertion by the patentee in any contract or contracts of any condition which by virtue of section 38 of the principal Act is null and void, he shall deliver with his defence full particulars of the dates and parties to all contracts on which he intends to rely as containing any such condition, and of the particular conditions in any such contracts on which he intends to rely as being by virtue of that section null and void, and save as appears from such particulars, no defence shall be available to him in such action under sub-section (4) of that section. Provided that particulars delivered under this Rule may be from time to time amended by leave of the Court.

"9. Any person presenting a petition for the revocation of a patent under section 25 of the principal Act must deliver with his petition particulars of the objections to the validity of the patent on which he means to rely and no evidence shall, except by leave of the Court, be admitted in proof of any objection of which particulars are not so delivered.

"10. The respondent to the petition for the revocation of a patent under section 25 of the principal Act shall be entitled to begin and give evidence in support of the patent and if the petitioner gives evidence impeaching the validity of the patent the respondent shall be entitled to reply.

"11. In an action for infringement of a patent the plaintiff must deliver with his statement of claim particulars of the breaches relied upon.

"12. In an action for infringement of a patent the defendant if he disputes the validity of the patent must deliver with his defence, particulars of the objections on which he relies in support of such invalidity.

"13. A defendant in an action for infringement of a patent who under section 32 of the principal Act counterclaims in the action for the revocation of the patent shall with his counterclaim deliver particulars of any objection to the validity of the patent on which he relies in support of his counterclaim.

"14. Particulars of breaches shall specify which of the claims in the specification of the patent sued upon are alleged to be infringed and shall give at least one instance of each type of infringement of which complaint is made.

"15. Particulars of objections (whether delivered with the defence in an action for infringement of patent or with a petition for revocation under section 25 of the principal Act or with a counterclaim for revocation under section 32 of the principal Act) must state every ground upon which the validity of the patent is disputed and must give such particulars as will clearly define every issue which it is intended to raise.

(To be continued.)

Portraits of the following Solicitors have appeared in the SOLICITORS' JOURNAL: Sir A. Copson Peake, Mr. R. W. Dibdin, Mr. E. W. Williamson, Sir Chas. H. Morton and Sir Kingsley Wood. Copies of the JOURNAL containing such portraits may still be obtained, price 1s.

Manorial Documents.

The following is the clause in the Law of Property (Amendment) Bill relating to the custody of Manorial Documents. It is in the Second Schedule:—

2. *Manorial documents.*—(1) All manorial documents shall be under the charge and superintendence of the Master of the Rolls.

(2) Save as hereinafter provided, manorial documents shall remain in the possession or under the control of the lord for the time being of the manor to which the same relate and he shall not be entitled to destroy or damage wilfully such documents.

(3) The Master of the Rolls may from time to time make such enquiries as he shall think fit for the purpose of ascertaining that any manorial documents are in the proper custody, and are being properly preserved, and the lord of the manor to which such documents relate, or the governing body of any public library, or museum or historical or antiquarian society, to which the same may have been transferred, as hereinafter provided, shall furnish the Master of the Rolls with all such information with respect thereto as he may require.

(4) The Master of the Rolls may direct that any manorial documents which, in his opinion, are not being properly preserved, or which he is requested by the lord of a manor to deal with under this sub-paragraph, shall be transferred to the Public Record Office, or to any public library, or museum or historical or antiquarian society, which may be willing to receive the same, and if the same shall be transferred to any public library, or museum or historical or antiquarian society, the governing body thereof shall thereafter have the custody thereof and shall be responsible for the proper preservation and indexing thereof.

(5) Nothing contained in this paragraph shall prejudice or affect the right of any person to the production and delivery of copies of any manorial documents or to have the same kept in a proper state of preservation; in particular the lord of the manor shall remain entitled to require the same to be produced to him, or in accordance with his directions, free of any cost.

(6) In this paragraph "manorial documents" means court rolls, surveys, maps, terriers, documents and books of every description relating to the boundaries, franchises, wastes, customs or courts of a manor, but does not include the deeds and other instruments required for evidencing the title to a manor; "manor" includes a lordship and a reputed lordship; and "lord of the manor" includes any person entitled to manorial documents.

(7) The Master of the Rolls may make rules for giving effect to this paragraph, and may revoke or vary any such rules.

The New "Curtain" Clause.

The following is the clause in the Law of Property (Consolidation) Bill which is substituted for s. 3 of the Law of Property Act, 1922:—

2. *Conveyances over-reaching certain equitable interests and powers.*—(1) A conveyance to a purchaser of a legal estate in land overreaches any equitable interest or power affecting that estate, whether or not he has notice thereof, if—

(i) the conveyance is made under the powers conferred by the Settled Land Act, 1924, or the powers conferred by a settlement, and the equitable interest or power is capable of being overreached thereby, and the statutory requirements respecting the payment of capital money arising under the settlement are complied with;

(ii) the conveyance is made by trustees for sale and the equitable interest or power is at the date of the conveyance capable of being overreached by such trustees under the provisions of sub-section (2) of this section or independently of that subsection, and the statutory requirements respecting the payment of capital money arising under a disposition upon trust for sale are complied with;

(iii) the conveyance is made by a mortgagee or personal representative in the exercise of his paramount powers, and the equitable interest or power is capable of being overreached by such conveyance, and any capital money arising from the transaction is paid to the mortgagee or personal representative;

(iv) the conveyance is made under an order of the court and the equitable interest or power is bound by such order, and any capital money arising from the transaction is paid into or in accordance with the order of the court.

(2) Where the legal estate affected is not, when the equitable interest or power is created, subject to a trust for sale or a settlement, then, if the estate owner, whether before or after the commencement of this Act, disposes of his estate to trustees upon trust for sale, and at the date of a conveyance made, after such commencement, under the disposition upon trust for sale the trustees (whether original or substituted) are either—

(a) two or more individuals approved or appointed by the court; or

(b) a trust corporation,

such equitable interest or power shall, notwithstanding any stipulation to the contrary, be overreached by the conveyance, and shall, according to its priority, take effect as if created or arising by means of a primary trust affecting the proceeds of sale and the income of the land until sale.

(3) The following equitable interests and powers are excepted from the operation of subsection (2) of this section, namely—

(i) Any equitable interest protected by a deposit of documents relating to the legal estate affected;

(ii) The benefit of any covenant or agreement restrictive of the user of land;

(iii) Any easement, liberty, or privilege over or affecting land and being merely an equitable interest (in this Act referred to as an "equitable easement");

(iv) The benefit of any contract (in this Act referred to as an "estate contract") to convey or create a legal estate, including a contract conferring either expressly or by statutory implication a valid option to purchase, a right of pre-emption, or any other like right;

(v) Any equitable interest protected by registration under the Land Charges Act, 1924, other than—

(a) an annuity within the meaning of Part II of that Act;

(b) a limited owner's charge or a general equitable charge within the meaning of that Act.

(4) Subject to the protection afforded by this section to the purchaser of a legal estate, nothing contained in this section shall deprive a person entitled to an equitable charge of any of his rights or remedies for enforcing the same.

(5) So far as regards the following interests, created before the commencement of this Act (which accordingly are not within the provisions of the Land Charges Act, 1924), namely—

(a) the benefit of any covenant or agreement restrictive of the user of the land;

(b) any equitable easement;

(c) the interest under a puisne mortgage within the meaning of the Land Charges Act, 1924, unless and until acquired under a transfer made after the commencement of this Act;

(d) the benefit of an estate contract, unless and until the same is acquired under a conveyance made after the commencement of this Act;

a purchaser of a legal estate only takes subject thereto if he has notice thereof, and the same are not overreached under the provisions contained or in the manner referred to in this section.

W. WHITELEY, LTD.

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EXPERT VALUERS AND ESTATE AGENTS,

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ESTATE DUTY, SALE, INSURANCE, ETC.

AUCTION SALES EVERY THURSDAY,

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Capital Stock £400,000
 Debenture Stock £331,130

REVERSIONS PURCHASED. ADVANCES MADE THEREON.

Forms of Proposal and full information can be obtained at the Society's Office.

G. H. MAYNE, Secretary.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4%. Next London Stock Exchange Settlement,
 Thursday, 11th September.

	MIDDLE PRICE. 27th Aug.	INTEREST YIELD.
English Government Securities.		
Consols 2½%	57½	4 7 0
War Loan 5% 1929-47	101½	4 18 6
War Loan 4½% 1925-45	98	4 12 0
War Loan 4% (Tax free) 1929-42	102½	3 18 0
War Loan 3½% 1st March 1928	96	3 12 6
Victory 4% Bonds (available at par for Estate Duty)	92½xd	4 6 6
Funding 4% Loan 1960-90	89½	4 9 6
Conversion Loan 3½% 1961 or after	77xd	4 9 6
Local Loans 3% 1921 or after	86½	4 10 6
India 5½% 15th January 1932	100½	5 9 0
India 4½% 1950-55	86½	5 4 0
India 3½%	66½	5 5 0
India 3%	56½	5 6 0
Colonial Securities.		
British E. Africa 6% 1946-56	111xd	5 8 0
South Africa 4% 1943-63	88xd	4 11 0
Jamaica 4½% 1941-71	95	4 14 0
New South Wales 4½% 1935-45	95½	4 14 6
W. Australia 4½% 1935-65	95	4 14 6
S. Australia 3½% 1926-36	85	4 2 0
New Zealand 4½% 1944	95½	4 14 6
New Zealand 4% 1929	96	4 3 0
Canada 3% 1938	83	3 12 6
Cape of Good Hope 3½% 1920-49	80	4 7 6
Corporation Stocks.		
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54	4 12 6
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	65	4 12 6
Birmingham 3% on or after 1947 at option of Corpn.	65	4 12 6
Bristol 3½% 1925-65	76	4 12 0
Cardiff 3½% 1935	88	3 19 6
Glasgow 2½% 1925-40	75	3 6 6
Liverpool 3½% on or after 1942 at option of Corpn.	77	4 11 0
Manchester 3% on or after 1941	65	4 12 6
Newcastle 3½% irredeemable	75½	4 13 0
Nottingham 3% irredeemable	64½	4 13 0
Plymouth 3% 1920-60	70	4 5 6
Middlessex C.C. 3½% 1927-47	82	4 5 6
English Railway Prior Charges.		
Gt. Western Rly. 4% Debenture	85	4 14 0
Gt. Western Rly. 5% Rent Charge	103½	4 16 6
Gt. Western Rly. 5% Preference	101xd	4 19 0
L. North Eastern Rly. 4% Debenture	83	4 16 0
L. North Eastern Rly. 4% Guaranteed	81½xd	4 18 0
L. North Eastern Rly. 4% 1st Preference	81xd	4 19 0
L. Mid. & Scot. Rly. 4% Debenture	83½	4 16 0
L. Mid. & Scot. Rly. 4% Guaranteed	81½xd	4 18 0
L. Mid. & Scot. Rly. 4% Preference	81xd	4 19 0
Southern Railway 4% Debenture	83	4 16 0
Southern Railway 5% Guaranteed	102	4 18 0
Southern Railway 5% Preference	99½	5 0 0

The Auctioneers' Autumn Meeting.

Owing to the labour difficulties in the building trade the completion of the new premises of the Auctioneers' and Estate Agents' Institute, in Lincoln's Inn-fields, has been delayed and the formal opening will not be, as had been hoped, the central feature of the forthcoming autumn assembly of the members.

The meeting will open with a reception at the Guildhall on 2nd September. On the following day at Kingsway Hall, the President, Mr. Charles Osenton (Epsom) will deliver an address, the chair being taken by Mr. J. Herbert Hunter, chairman of the L.C.C., who is a member of the institute. The president will give a luncheon, and there will be a garden party in Lincoln's Inn. A paper on housing will be read on 4th September, at Kingsway Hall, by Mr. J. G. Head, and in the afternoon there will be an excursion on the river, and in the evening dinner at the Hotel Cecil. On 5th September, visits will be made to Wembley and Windsor, and on the following day golf and tennis matches are to be played, and clock golf, for the latter a prize having been given by Mr. J. Seagram Richardson.

The new building, to which the institute will shortly move from Russell-square, stands on a freehold site at the north-eastern corner of Lincoln's Inn-fields, acquired by the institute, and it is of Portland stone facings, with steel and concrete roof, floors, and staircases. The front door is of bronze, which with wrought iron is used for the balusters of the staircase. The hall and stairs are mainly of marble and Hopton Wood stone. The large hall, accommodating over 200 people, on the first floor, is panelled in walnut. On the second floor are the oak-panelled council chamber and the mahogany-panelled library. There is a low-pressure hot water heating system.

Legal News.

Dissolution.

WILLIAM JOHN HOWARD and EDWARD LYON SHELTON, Solicitors (Howard & Shelton), of Lincoln House, Fore-street, in the City of London, the 16th of August, 1924. All debts due to and owing by the said late firm will be received and paid respectively by the said Edward Lyon Shelton, who will continue to carry on the said practice under the style of Howard & Shelton.

Business Announcement.

At the end of the present month, Mr. EVERARD GODWIN THORNE, of the firm of Messrs. Biddle, Thorne, Welsford & Gait, after nearly 40 years of City life, is retiring from practice. It is not proposed to change the name of the firm.

General.

Mr. William Bishop, Head Bailiff at the Brentford County Court, is retiring after forty-six years' service. He is seventy-six years of age, and has served under seven judges and six registrars.

Mr. Edward Nash, M.A., LL.B., of Hanover House, Regent's Park, N.W., for over thirty years clerk to the Merchant Taylors Company, left estate of gross value £28,550; net personally, £16,957.

Mr. Hugh Goodman Roberts, of The Cottage, Mold, a leading North Wales solicitor, has been found dead in bed. The son of a Denbighshire clergyman, he was a prominent figure in the church life of St. Asaph diocese. His only son is Mr. Ernest Goodman Roberts, a barrister on the Chester and North Wales Circuit, and prospective Conservative candidate for Flintshire.

The Home Office announce with deep regret that Mr. R. Cunningham, one of the staff, died suddenly yesterday while on duty at the Home Office. Mr. Cunningham, who lived at Margate, had been in the Civil Service for many years, and latterly had carried out important executive duties in the Home Secretary's secretarial department. He leaves a widow and two children.

A portrait of Mr. Charles William Tagg, ex-Town Clerk of Camberwell, painted in oils by Mr. H. Kelly, has just been hung in the Council Chamber of the Town Hall, Camberwell. Mr. Tagg had been in the service of the Camberwell Borough Council or its predecessor, the Camberwell Vestry, for forty-one years, and had been Town Clerk for thirty years. The portrait was the gift of a large number of friends.

Complaint having been made to the Plymouth Corporation of the growing practice of Sunday trading by butchers, the Town Clerk suggests that, although proceedings cannot be instituted under the Shop Acts, charges might be laid under an Act passed in 1627, which provides that if any butcher shall kill or sell any victual on Sunday he shall forfeit for every offence the sum of 6s. 8d.

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An attempt is to be made to find the so-called Holy Well of St. Clement, from which was named that Holywell-street which was demolished in connection with the Strand-Aldwych-Kingsway improvement. The well is believed to be beneath the grass plot that lies between the west side of the Law Courts and Clement's Inn. A spot near the railings on the Clement's Inn side of the plot has been marked, and digging will be begun, in all probability, next Monday. The work has been undertaken in the interests of antiquarian research, and *The Times* understands that it will be carried out by the Office of Works.

At Bow-street Police Court, on the 18th inst., Messrs. Gilbert Davis, Limited, auctioneers, were fined £20, and ordered to pay 5s. costs, for contravening the Shops Act by not closing their auction rooms, in Coventry-street, W., on the half-holiday in two successive weeks. Mr. Pawlyn, for the London County Council, said that for seventeen consecutive weeks the defendants had paid the maximum penalty of £10 and costs for similar offences—about £250 in all. The case showed that the penalty provided by the Act was inadequate. He mentioned that the penalties under the Act went to the County Council. Mr. Laycester: A new source of revenue is open to them.

Mr. W. J. Cecil Hayward, an accountant who retired from Nottingham City Council last year, threatens, says *The Times* (19th inst.), to bring legal proceedings against nine former colleagues on the ground that they are associated with companies that have business dealings with the corporation. Mr. Hayward places reliance upon the judgment given recently by Mr. Justice Bailhache in the King's Bench Division in *Lapish v. Brailhealte*, 40 T.L.R. 857, but announces that he will be satisfied if the council accepts the principle in a resolution to be moved by Alderman Sir Albert Ball at an early meeting, that no member or official of the council shall benefit directly or indirectly from such transactions.

The drive of Welsh sheep which was proceeding last week ended on 22nd inst., and the Government officials expressed complete satisfaction with the experiment. It is estimated that half a million sheep are reared on the North Wales mountains. Dipping has been compulsory for twenty years, but the Ministry of Agriculture, becoming more exacting, have this week carried out the regulations under personal inspection, witnessing the chemical dipping of tens of thousands of sheep in tanks specially erected on the mountains of Denbighshire, Merionethshire and Montgomeryshire with the object of completely eliminating sheep scab.

Mr. Lankester, the West London Magistrate, says *The Observer* (17th inst.), complains that as fast as the Metropolitan police courts sentence drunken motorists to imprisonment, "the great unpaid" in Quarter Sessions reduce the penalty to an inadequate fine. To temper the law to these pests is a very serious perversion of justice, and it is all the worse coming from an authority upon which motorists may be taken as preponderant. The motor car is, in these times, the outstanding symbol of social privilege, and if it is to be invested with legal immunities as well, "justices' justice" must be held no better than it has ever been called. Some member of Parliament should move for a return of these reduced sentences and of the proportion of motorists upon the Bench reducing them.

James Scott, 38, West-street, Berwick, says the *Berwick Advertiser*, 1st May, was charged with allowing a chimney of his house to be on fire on 24th April. Defendant did not appear, and neither did Mr. D. Boyd, sanitary inspector, who laid the information. Supt. Halliday held it was not necessary for Mr. Boyd to attend. The practice in police courts in the county was that the police proved these charges by evidence. By asking Mr. Boyd to attend they would be taking him away from his

duties when there was nothing for him to do. The Clerk (Mr. J. Gray) quoted the Summary Jurisdiction Act, s. 13, which laid down that where information was laid in a case, that case could only be conducted by the informant in person or a solicitor. He objected to a third person appearing on behalf of the informant. Only a professional man could do that. The Bench decided to adjourn the case for a week to allow of Mr. Boyd being present.

Petitions from fifty-six prisoners who, before the recent decision of the Court of Criminal Appeal in the case of *Re v. Norman*, had been convicted as habitual criminals and sentenced to preventive detention for a second time, have been referred by the Home Secretary to the Court of Criminal Appeal for its advice, in accordance with the provisions of s. 19 (b) of the Criminal Appeal Act, 1907. The men urged that, in view of the decision in *Re v. Norman*, they should not have been found to be habitual criminals. The Court of Criminal Appeal, having carefully considered the cases, has advised the Home Secretary that in seven of the cases the sentence of preventive detention should be remitted, but that in all the other cases the convictions are in no way affected by the judgment in *Re v. Norman*. Seven men are accordingly being discharged and the others will be required to serve their sentences in the ordinary course.

It has been stated by an official, says *The Times*, 26th inst., that there was no intention on the part of the Home Office to institute a general ban against charitable lotteries. An official of the Home Office stated that undoubtedly the Act was very clear, and that lotteries were illegal. What probably happened in a case at Torquay, where it was reported that the police had been ordered to prosecute the promoter of a lottery, was that the advice of the Home Office was sought, and that the Home Office, in accordance with their ordinary practice, may have written stating that the lottery was illegal. The official gave it as his opinion that lotteries, whether charitable or otherwise, as the law at present stood, were illegal, but whether his view would be endorsed in the High Court, he added, was a matter that he could not discuss. He stated, however, that the Home Office could not instruct the police upon the subject, but if the police, from Torquay or any other place, wrote asking for advice in connection with lotteries, the Home Office would advise them that such lotteries were illegal.

A remarkable instance of the extreme leniency of the Courts in the Dutch East Indies is, says the *Batavia correspondent of The Times*, recorded. In May last a native named Pangkat broke into the house of an Army captain while the officer was out on duty, and hid under the bed. Later in the night, the intruder attacked the wife of the captain, who was sleeping in the room with her two young children. She was stabbed in eighteen places, and the children were terrified into silence. The lady was popular in Bandoeng, and there was such a public outcry that a trial was ordered within a month. As a rule, in murder cases, at least a year passes before a trial takes place. Three years' delay is not unknown. The murderer, Pangkat, has now been sentenced by the High Court to imprisonment for life. This sentence, in the Dutch East Indies, is practically no punishment at all. The prisoners are not secluded in any way, but work in gangs as freely as the free labourers in the coalmines. They are better fed than often is possible in their own homes, and they are paid for their services.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert Valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality. [ADVT.]

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THE LARGEST BRITISH MUTUAL LIFE OFFICE.

ASSETS £53,000,000. ANNUAL INCOME £7,800,000.
Now Ordinary Business for 1923 - - - £12,205,237.
Total Assurances in Force - - - £170,000,000.

PURELY MUTUAL. ALL Profits belong to POLICY-HOLDERS.
EVERY YEAR A BONUS YEAR.

Cash Surplus (Ordinary Department) divided for 1923, £1,987,289.

LONDON OFFICE: 73-76, KING WILLIAM STREET, LONDON, E.C.4.
W. C. FISHER, MANAGER FOR THE UNITED KINGDOM.

Winding-up Notices.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CREDITORS MUST SEND IN THEIR CLAIMS TO THE LIQUIDATOR AS NAMED ON OR BEFORE THE DATE MENTIONED.

London Gazette.—FRIDAY, August 22.

LOYD-LORD LTD. Oct. 3. Geoffrey Bostock, 21, Ironmonger-lane, E.C.
PERCEVAL SPENCER LTD. Sept. 30. George Elder, 3, York-st., Manchester.
T. H. MILLARD & SON LTD. Sept. 26. Christopher H. Young, 5, Unity-st., Bristol.
JEFFREYS (BLACKPOOL) LTD. Sept. 8. James Lucas, 26, Hirsley-st., Blackpool.
FORRESTER BROTHERS LTD. Oct. 3. C. Herbert Smith, 84, Coleman-row, Birmingham.
LION ENGINE CO. LTD. Oct. 12. Henry Holmes, 2, Fen-church-avenue, E.C.
CITY PROPERTY ASSOCIATION, LIVERPOOL LTD. Sept. 20. William A. Davidson, 6, Castle-st., Liverpool.

London Gazette.—TUESDAY, August 26.

LANCETOT RAYMOND & CO. LTD. Sept. 30. A. W. Sully, 19-21, Queen Victoria-st., E.C.4.
N. KEYSON & CO. LTD. Sept. 30. A. D. A. Deakin, 7, Golden-sq., W.
GRAY ELECTRICAL CO. LTD. Sept. 27. W. A. J. Osborne, 119, Finsbury-pavement, E.C.
RICHARD MOUNTAIN LTD. Sept. 30. S. R. Dunwoody, 23, Bridge-row, E.C.4.
COAL & MINERAL DEVELOPMENT LTD. Oct. 11. A. J. Pegg, 306, Winchester-house, E.C.
D.F.L. LTD. Oct. 11. A. J. Pegg, 303, Winchester-house, E.C.
TRAFALGAR FISHING CO. LTD. Aug. 28. F. G. Stephenson, 9, Sandale, Scarborough.
BRISTOL VULCAN ENGINEERING CO. LTD. Sept. 15. W. D. Williams, Lichfield-house, Copse-rd., Clevedon.

Resolutions for Winding-up Voluntarily.

London Gazette.—TUESDAY, August 19.

Devonshire Liberal Club Co. Ltd.	The Garnet Steam Trawlers Ltd.
Gwilliam and Humfrey (Automobiles) Ltd.	Morris & Lister Ltd.
The Bootle Masonic Hall Co. Ltd.	East End Manufacturing Co. Ltd.
Casswell Ltd.	Farrons Ltd.
Pearson Bros. & Co. (Brushes) Ltd.	Empire News Ltd.
The Heyerdahl Products Co. (England) Ltd.	M. Markson Ltd.
The Builders Supply Stores (Rochdale) Ltd.	G. W. Tindall Ltd.
Universal Ledger Supplies Ltd.	Manchester City Ice Cream Co. Ltd.
Farrand & Co. Ltd.	United Traders Federation Ltd.
Poultry Keepers' Supplies Ltd.	L. G. Berrett Ltd.
Albin Letts Ltd.	Charles Brightman & Son Ltd.
	Taxi and Automobile Co. Ltd.

London Gazette.—FRIDAY, August 22.

Whitmore, Green & Hurley Ltd.	T. H. Millard & Son Ltd.
Hargans Ltd.	Loyd-Lord Ltd.
Stanley-Siam Syndicate Ltd.	Henry Dealey & Co. Ltd.
Robert Erikson & Co. Ltd.	Litherland & Royle Ltd.
Kilshaw Brothers Ltd.	The Manchester Dry Docks Co. Ltd.
Hepworth Film Service Ltd.	Bracknell Victoria Cinema Ltd.
Forrester Brothers Ltd.	E. Roessler Ltd.
Moore & Sons (Skegness) Ltd.	City Property Association, Liverpool, Ltd.
Truby Motor Haulage Co. Ltd.	

London Gazette.—TUESDAY, August 26.

The Indian River Association Ltd.	Henry Richmond & Sons Ltd.
Fresh Fish Supplies Ltd.	Maurice Appleby & Co. Ltd.
A. Smethurst & Sons Ltd.	Surrey Bacon Co. Ltd.
Moseley & Co. Ltd.	Stone's Mutual Film Ltd.
Warehousemen and Clerks' Restaurant & Café Co. Ltd.	The Island Trust & Development Co. Ltd.
Wood-Milne Tyres & Manufacturing Co. Ltd.	The Gilbert Technical Equipments Co. Ltd.
Cairo Mission Buildings Ltd.	Tyswyn Anthracite Colliery Co. Ltd.
Forest Vaters Ltd.	Brighton Amusements Ltd.
Chiswick & Co. Ltd.	South African Territories Ltd.
Falvey & Parker Ltd.	Trafalgar Fishing Co. Ltd.
Alfred Barnes Ltd.	The Waltham Watch Co. Ltd.
Avonmouth and Portishead Picture Houses Ltd.	The En-lee Estates Ltd.
W. Crockett & Sons Ltd.	

Bankruptcy Notices.

RECEIVING ORDERS.

London Gazette.—FRIDAY, August 22.

BARNARD, DIGBY J., Commercial-st., E.1. Wholesale Warehouseman. Brighton. Pet. Aug. 19. Ord. Aug. 19.
BEEBY, SIDNEY, Chatteris, Cambridge. Fish Merchant. Peterborough. Pet. Aug. 18. Ord. Aug. 18.
BOWMAN, ARTHUR J., Cricklewood. High Court. Pet. May 30. Ord. Aug. 18.
BREMER, A., Bloomsbury-st. High Court. Pet. July 19. Ord. Aug. 15.
BRIGGS, ALFRED W., Whitfield-st., W.1. High Court. Pet. Jan. 21. Ord. Aug. 18.
BUTON, JOHN O., Upton, Chester, Grocer. Birkenhead. Pet. Aug. 18. Ord. Aug. 18.
BUTLER, A. J., Bures, Suffolk. Colchester. Pet. June 20. Ord. Aug. 20.
CAMPBELL, JEANNIE MCP., Newcastle-upon-Tyne. Newcastle-upon-Tyne. Pet. Aug. 1. Ord. Aug. 18.
COLLINS, E., Wholesale Manufacturing Furrier, Brighton. High Court. Pet. July 31. Ord. Aug. 18.
DYALL, FREDERICK W., Leeds, Insurance Broker. Leeds. Pet. July 14. Ord. Aug. 18.
ENGLISH, GEORGE F., Whitley Bay, Naval Architect. Newcastle-upon-Tyne. Pet. Aug. 1. Ord. Aug. 18.
FOSTER, FREDERICK B., Rugby, Tailor. Coventry. Pet. Aug. 20. Ord. Aug. 20.
GALE, HENRY E., Leeds, Motor Engineer. Leeds. Pet. Aug. 19. Ord. Aug. 19.
GILBERTSON, THOMAS M., Egremont, Cumberland, Grocer. Whitehaven. Pet. Aug. 19. Ord. Aug. 19.
GOUGH, GEORGE, and GORUGH, KATE E., Davenham, nr. Northwich, Shoemakers. Nantwich. Pet. Aug. 19. Ord. Aug. 19.
GRAVES, ARTHUR, Leicester, Builder. Leicester. Pet. July 31. Ord. Aug. 18.
GREASY, R. E., Dulwich, Builder. High Court. Pet. July 30. Ord. Aug. 20.
HARTLEY & CO., Manchester, Grey Cloth Merchants. Manchester. Pet. May 16. Ord. Aug. 20.
HIRST, ROLANDA D., Bedwas, Newport (Mon.). Pet. July 3. Ord. Aug. 15.
HOBSON, L. & J. W., Manchester, Manufacturers Agents, Manchester. Pet. Aug. 1. Ord. Aug. 20.
HOLLAND, FREDERICK H., Holloway-rd. Electrical Engineer. High Court. Pet. Aug. 19. Ord. Aug. 19.
JOHN, WILLIAM, Llanelly, Fruit Merchant. Carmarthen. Pet. Aug. 16. Ord. Aug. 16.
LANDAU, JOHN, Charterhouse-sq. High Court. Pet. May 30. Ord. Aug. 18.
LEVIN, HARRY R., Manchester, Paper Agent. Manchester. Pet. July 30. Ord. Aug. 20.
LOCKYER, ARTHUR, Stafford, Grocer. Stafford. Pet. Aug. 20. Ord. Aug. 20.
MCCLEINTOCK, STANLEY, New Bond-st. High Court. Pet. April 30. Ord. Aug. 20.
MACKLEY, ALBERT E., Melton Mowbray. Leicester. Pet. July 20. Ord. Aug. 18.

MILLS, WILLIAM, Manchester, Upholsterer. Manchester. Pet. Aug. 20. Ord. Aug. 20.
MORE, JOHN, Coventry, Builder. Coventry. Pet. Aug. Ord. Aug. 20.
PARRY, DAVID J., Carnarvon, Boot Repairer. Bangor. Pet. Aug. 18. Ord. Aug. 18.
PEPER, ARTHUR W., Wilton, Norfolk, Potato Dealer. Norwich. Pet. Aug. 20. Ord. Aug. 20.
PINTO, SELIM, Manchester, Shipper. Manchester. Pet. Aug. 8. Ord. Aug. 20.
ROBERTS, JOHN, Blackwell, Derby, Miner. Derby. Pet. Aug. 16. Ord. Aug. 16.
SMITH, PERCY B., Sheffield, Manufacturing Silversmith. Sheffield. Pet. Aug. 19. Ord. Aug. 19.
STAMP, GEORGE A. T., Burton-on-Trent, Monumental Mason. Burton-on-Trent. Pet. Aug. 16. Ord. Aug. 16.
TAYLOR, THOMAS G., Cakenore, near Halesowen, Builders. Stourbridge. Pet. Aug. 11. Ord. Aug. 11.
WOOD, THOMAS B., Sharnford, Leicester, Threshing Machine Proprietor. Leicester. Pet. Aug. 18. Ord. Aug. 18.
WOODCOCK, SARAH, Sheffield, Printer. Sheffield. Pet. Aug. 19. Ord. Aug. 19.

London Gazette.—TUESDAY, August 26.

ABBOTT, JOHN, Todmorden, Motor Engineer. Burnley. Pet. Aug. 21. Ord. Aug. 21.
BERLIN, KARL G. H., Laurence Pountney-hill, Paper Agent. High Court. Pet. Aug. 22. Ord. Aug. 22.
CHADWICK, THOMAS, Acerington, Wholesale Cooked Meat Dealer. Blackburn. Pet. Aug. 23. Ord. Aug. 23.
COOPER, A., Manchester, Wakefield. Pet. July 21. Ord. Aug. 22.
DEAN, THOMAS, Coppull, nr. Chorley, Yarn Agent. Preston. Pet. July 31. Ord. Aug. 19.
DE ROLOFF, GEORGE, Wimbledon. Kingston (Surrey). Pet. May 29. Ord. Aug. 21.
DREWERY, GEORGE E., Blackpool. Blackpool. Pet. July 21. Ord. Aug. 22.
DUNCAN, HORACE, and DUNCAN, CYRIL, Barnsley, Wholesale Bakers. Barnsley. Pet. Aug. 22. Ord. Aug. 22.
EVANS & JENKINS, Abergwynd, Builders. Cardiff. Pet. Aug. 9. Ord. Aug. 22.
FIELD, JAMES R., Tottenham, Motor Transport Engineer. Edmonton. Pet. July 18. Ord. Aug. 20.
FOX, JAMES, Blackpool, Milliner. Blackpool. Pet. Aug. 2. Ord. Aug. 22.
GORDON, SIMON, Manchester, Boot Dealer. Manchester. Pet. Aug. 21. Ord. Aug. 21.
GRAYSON, JAMES A., Leeds, Builder. Leeds. Pet. Aug. 22. Ord. Aug. 22.
GREENUP, ALAN H., Lansdown, Bath, Licensed Victualler. Bath. Pet. Aug. 6. Ord. Aug. 20.
JERRAM, ELIZABETH, Derby, General Dealer. Derby. Pet. Aug. 21. Ord. Aug. 21.
JONES, JOHN R., and JONES, MISSIE, Ebbw Vale, Milk Vendors. Tredegar. Pet. Aug. 23. Ord. Aug. 23.
JONES, DAVID L., Westcliff-on-Sea, Grocer. High Court. Pet. Aug. 22. Ord. Aug. 22.
JONES, WILLIAM, Portlinoir, Coal Merchant. Bangor. Pet. Aug. 20. Ord. Aug. 20.
LAWRENCE, H., Southampton, Merchant. Southampton. Pet. Aug. 2. Ord. Aug. 20.
MART, JOSEPH, Stapleford, Coal Merchant. Nottingham. Pet. July 25. Ord. Aug. 22.
MARTIN, FREDERICK, Birmingham, Coal Merchant. Birmingham. Pet. Aug. 21. Ord. Aug. 21.
MOSELEY, FREDERICK H., Birmingham, Printer. Birmingham. Pet. Aug. 20. Ord. Aug. 20.
MYERS, HARRIS, Manchester, Clothier. Manchester. Pet. Aug. 22. Ord. Aug. 22.
NIERNY, JAMES H., Blackpool, Trawler Owner. Blackpool. Pet. July 30. Ord. Aug. 22.
PERRINS, JAMES, Hereford, Coal Merchant. Hereford. Pet. Aug. 21. Ord. Aug. 21.
PHILPOTTS, JOHN T., and PHILPOTTS, HARRY, Leominster, Builders. Leominster. Pet. Aug. 23. Ord. Aug. 23.
ROSEN, USHER, Gateshead, Draper. Newcastle-upon-Tyne. Pet. Aug. 16. Ord. Aug. 22.
SCARFF, MYLES L., Sloane-sq. High Court. Pet. July 2. Ord. Aug. 21.
SEN, EVA MARY, Kingston, Surrey. Kingston. Pet. June 20. Ord. Aug. 21.
SENTENCE, ARTHUR O., Hanley, Coal Dealer. Hanley. Pet. Aug. 21. Ord. Aug. 21.
SHREWSBURY, ERIC, Grimsby, Builder. Cambridge. Pet. Aug. 7. Ord. Aug. 20.
SMALLWOOD, MABEL W., Birmingham, Fancy Draper. Birmingham. Pet. Aug. 21. Ord. Aug. 21.
SMITH, JONAS, Nelson, Yarn Agent. Burnley. Pet. Aug. 22. Ord. Aug. 22.
TEALE, STEPHEN, Snaith, Yorks, Innkeeper. Wakefield. Pet. Aug. 22. Ord. Aug. 22.
WALL, T. B., CAPTAIN, Poona, India. High Court. Pet. July 1. Ord. Aug. 21.
WALLACE, GEORGE, Battersca Park, Wandsworth. Pet. July 10. Ord. Aug. 21.
WEBB, WALTER, BLACKBURN, FRANK, and POSEFORD, WILLIAM H., Southampton, Engineers. Southampton. Pet. Aug. 21. Ord. Aug. 21.
WILSON, JOHN, Ulverston, Tailor. Barrow-in-Furness. Pet. Aug. 21. Ord. Aug. 21.
WOODWARD, SAMUEL, Redditch, Tailor. Burton-on-Trent. Pet. Aug. 21. Ord. Aug. 21.
WORDEN, ARTHUR, Blackpool. Blackpool. Pet. Aug. 1. Ord. Aug. 22.
YOUNG, JOHN V., Birmingham, Wholesale Fruiterer. Birmingham. Pet. Aug. 23. Ord. Aug. 23.
YULE, DAVID A., Bank Clerk, Fulham. High Court. Pet. Aug. 1. Ord. Aug. 21.

